

**WIRELESS INTERCONNECTION AGREEMENT**  
**TDS TELECOM - WISCONSIN**

This Wireless Interconnection Agreement ("Agreement") is made effective on the 1st day of January, 2003 between the TDS Telecommunications Corporation subsidiaries or affiliates identified on Appendix A (collectively "TDS TELECOM"), and ALLTEL Communications, Inc., a Delaware corporation with its principal place of business located at One Allied Drive, Little Rock, Arkansas ("ACI").

TDS TELECOM is a local exchange carrier in Wisconsin. ACI is a commercial mobile radio service carrier operating in Wisconsin. TDS TELECOM and ACI (individually, a "Party" and collectively, the "Parties") desire to interconnect their networks on either a direct or indirect basis for the purpose of exchanging traffic between the Parties' customers.

In consideration of the mutual covenants contained in this Agreement, the Parties agree as follows.

**SECTION I**  
**SCOPE OF AGREEMENT**

This Agreement shall cover local interconnection arrangements between ACI's network in Wisconsin and TDS TELECOM's network in Wisconsin. The exchange of non-local traffic between other portions of TDS TELECOM's network and ACI's network shall be accomplished using the existing toll telephone network. For intercarrier compensation purposes, the designations "Local" and "Non-local" shall be as defined by federal law for the purpose of the exchange of wireless traffic. Intermediary traffic is defined as either Local or Non-Local traffic that is delivered to or from a third-party local exchange carrier, CLEC, or other telecommunications carrier such as a CMRS provider, through the network of TDS TELECOM from or to an end-user of ACI.

**SECTION II**  
**TRAFFIC EXCHANGE**

**A. Direct Interconnection**

ACI shall provide its own facilities and transport for the delivery of traffic from its Mobile Switching Center to a mutually acceptable meet point for interconnection to the TDS TELECOM network. Alternatively, ACI may lease required facilities from a third party or from TDS TELECOM for the delivery of such traffic. Rates for facilities and transport or other services leased from TDS TELECOM are specified in TDS TELECOM's applicable Local or Access Tariff.

2. The meet point(s) between TDS TELECOM and ACI are defined in Appendix B, which is incorporated by reference. This Agreement shall not preclude TDS TELECOM and ACI from entering into additional direct interconnection

arrangements in the future if such arrangements are technically feasible and economically beneficial.

**B. Indirect Interconnection**

1. For all traffic that is not exchanged via direct interconnection, the meet point for indirect interconnection shall be at an appropriate third party LEC tandem switch.
2. When traffic is exchanged at third party LEC tandem switch, each Party shall be responsible for the cost of providing the trunks from its network to the third party LEC tandem switch. The originating Party shall be responsible for payment of any transit charges (including tandem switching) assessed by the third party LEC. Either Party shall be allowed to establish a different point of interconnection for the calls which that Party originates, provided that the new point of interconnection does not increase the cost of transporting or terminating calls for the other Party.

**C. Billing.**

Each Party shall bill the other for Local traffic which the billing Party terminates to its own customers and which were originated by the billed Party. Applicable Reciprocal Compensation rates and billing procedures are set forth on the attached Appendix A, which is incorporated by reference. For originating and terminating Non-Local traffic, each Party shall pay the other TDS TELECOM's intrastate or interstate, as appropriate, switched network access service rate elements on a per minute of use basis, which are set out in TDS TELECOM's applicable Access Services Tariff, as those tariffs may be amended from time to time during the term of this Agreement. Actual traffic measurements in each of the appropriate categories is the preferred method of classifying and billing traffic. If, however, either Party cannot measure traffic in each category, then the Parties shall agree on a surrogate method of classifying and billing traffic, taking into consideration territory served (e.g. MTA boundaries, LATA boundaries and State boundaries) and traffic routing of the Parties.

2. If Intermediary traffic originated by ACI is delivered by TDS TELECOM for termination to the network of a non-party telecommunications carrier ("Non-party Carrier"), then TDS TELECOM shall bill ACI and ACI shall pay an Intermediary Transit charge at the rate set forth in Appendix A, plus any additional charges or costs the terminating Non-Party Carrier imposes on TDS TELECOM for the delivery or termination of such traffic, including any Switched Access Service charges.
3. The billed Party shall pay the billing Party for all charges properly listed on the bill. Such payments are to be received within thirty (30) days from the effective date of the statement. The billed Party shall pay a late charge on the unpaid undisputed amounts that have been billed that are greater than thirty

(30) days old. The rate of the late charge shall be the lesser of 1.5% per month or the maximum amount allowed by law. The billed Party shall pay the billing Party the reasonable amount of the billing Party's expenses related to collection of overdue bills, such amounts to include reasonable attorney's fees. Neither Party shall bill the other for traffic that is more than one (1) year old.

### SECTION III OFFICE CODE TRANSLATIONS

It shall be the responsibility of each Party to program and update its own switches and network systems in accordance with the Local Exchange Routing Guide ("LERG") in order to recognize and route traffic to the other Party's assigned NXX codes at all times. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities, except as expressly set forth in this Agreement.

The Parties shall only assign NPA-NXX codes to Rate Center(s) in which they are authorized to provide service and either own or lease facilities for the provision of such service. If ACI obtains an NPA-NXX associated with a TDS TELECOM Rate Center, ACI shall establish either a) a 2A direct connection to the TDS TELECOM tandem serving that Rate Center, b) a 2B direct connection to the TDS TELECOM host or end office in that Rate Center, or c) negotiate an alternative interconnection arrangement to address such traffic.

### SECTION IV INDEPENDENT CONTRACTORS

The Parties to this Agreement are independent contractors. Neither Party is an agent, representative, or partner of the other Party. Neither Party shall have the right, power or authority to enter into any agreement for or on behalf of, or incur any obligation or liability of, or to otherwise bind the other Party. This Agreement shall not be interpreted or construed to create an association, joint venture, or partnership between the Parties or to impose any partnership obligation or liability upon either Party.

## **SECTION V LIABILITY**

### **A.**

Neither Party nor any of their affiliates shall be liable for any incidental, consequential or special damages arising from the other Party's use of service provided under this Agreement. Each Party shall indemnify and defend the other Party against any claims or actions arising from the indemnifying Party's use of the service provided under this Agreement, except for damages caused by the sole recklessness of the indemnified Party.

### **B.**

Neither Party makes any warranties, express or implied, for any hardware, software, goods, or services provided under this Agreement. All warranties, including those of merchantability and fitness for a particular purpose, are expressly disclaimed and waived.

### **C.**

The liability of either Party to the other Party for damages arising out of failures, mistakes, omissions, interruptions, delays, errors, or defects occurring in the course of furnishing any services, arrangements, or facilities hereunder shall be determined in accordance with the terms of applicable tariff(s) of the Party. In the event no tariff(s) apply, the providing Party's liability shall not exceed an amount equal to the pro rata monthly charge for the period on which such failures mistakes, omissions, interruption, delays errors or defects occur. Recovery of said amount shall be the injured Party's sole and exclusive remedy against the providing Party of said amount shall be the injured Party's sole and exclusive remedy against the providing Party for such failures mistakes, omissions, interruptions, delays, errors, or defects.

## **SECTION VI ATTORNEY'S FEES AND COURT COSTS**

If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which it may be entitled.

## **SECTION VII TERM OF AGREEMENT**

This Agreement shall commence on the effective date stated on the first page, and shall have an initial term of two (2) years provided that either Party shall have the right to terminate this Agreement with or without cause on sixty (60) days notice. This Agreement shall renew automatically for successive one (1) year periods, unless terminated as provided above.

## **SECTION VIII THIRD PARTY BENEFICIARIES**

This Agreement is not intended to benefit any person or entity not a party to it and no third party beneficiaries are created by this Agreement.

**SECTION IX  
GOVERNING LAW, FORUM, AND VENUE**

To the extent not governed by the laws and regulations of the United States, this Agreement shall be governed by the laws and regulations of the State of Wisconsin. Disputes arising under this Agreement, or under the use of service provided under this Agreement, shall be resolved before the Wisconsin Public Service Commission or in state or federal court in Wisconsin.

In the event of a change in applicable law (including, without limitation, any legislative, regulatory, judicial or other legal action) that materially affects any material term of this Agreement, the rights or obligations of either Party hereunder, or the ability of either Party to perform any material provision hereof, the Parties shall renegotiate in good faith such affected provisions with a view toward agreeing to acceptable new terms as may be required or permitted as a result of such legislative, regulatory, judicial or other legal action.

**SECTION X  
ENTIRE AGREEMENT**

This Agreement incorporates all terms of the agreement between the Parties. This Agreement may not be modified except in writing signed by both Parties. This Agreement is a result of a negotiation between the Parties, and it was jointly drafted by both Parties.

**SECTION XI  
NOTICE**

Notices shall be effective when received or within three (3) business days of being sent via first class mail, whichever is sooner, in the case of ACI to:

Business Name:	Alltel Communications Inc.
Mailing Address:	One Allied Drive
Mailcode:	1269-B5F04-D
City/State/Zip Code:	Little Rock, AR 72202
Attention:	Staff Manager Wholesale Services

With a copy to:

Business Name: Alltel Communications Inc.  
Mailing Address: One Allied Drive  
Mailcode: 1269-B1F06-B  
City/State/Zip Code: Little Rock, AR 72202  
Attention: Legal Department

Bills shall be effective when received or within three (3) business days of being sent via first class mail, whichever is sooner, in the case of ACI to:

Business Name: Alltel Communications Inc. c/o Broad Margin  
Mailing Address: 3655 North Point Pkwy  
Mailcode: Suite 200  
City/State/Zip Code: Alpharetta, GA 30005  
Attention: Steve Deluca

or to such other location as the receiving Party may direct in writing. Payments are to be made to the address indicated on the invoice.

Notices shall be effective when received or within three (3) business days of being sent via first class mail, whichever is sooner, in the case of TDS TELECOM to:

Business Name: TDS Telecommunications Corporation  
Mailing Address: P.O. Box 22995  
Shipping Address: 9737 Cogdill Road, Suite 230  
City/State/Zip Code: Knoxville, TN 37933 (37932 for shipping)  
Attention: Carrier Relations  
Contact Phone Number: (865) 966-4700

Bills shall be effective when received or within three (3) business days of being sent via first class mail, whichever is sooner, in the case of TDS TELECOM to:

Business Name: TDS Telecommunications Corporation  
Mailing Address: P.O. Box 5158  
City/State/Zip Code: Madison, WI 53705-0158  
Attention: Carrier Service Center

or to such other location as the receiving Party may direct in writing. Payments are to be made to the address indicated on the invoice.

ACI shall ensure bills and payments reference the specific TDS TELECOM company name(s) for which traffic is being billed or paid (see Appendix A for company list).

## SECTION XII ASSIGNMENT

Either Party may assign this Agreement upon the written consent of the other Party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing,

no consent shall be required for the assignment of this Agreement in the context of the sale of all or substantially all of the assets or stocks of either of the Parties. Notwithstanding the foregoing, either Party may assign this Agreement or any right or obligations hereunder to an affiliate of such Party without the consent of the other Party.

**SECTION XIII  
MISCELLANEOUS**

This Agreement is not an interconnection agreement under 47 USC 251(c). The Parties acknowledge that TDS TELECOM is entitled to a rural exemption as provided by 47 USC 251(f) and TDS TELECOM does not waive such exemption.

**TDS Telecommunications Corporation,**  
(not individually but as agent for the TDS  
TELECOM affiliates identified on Appendix A)

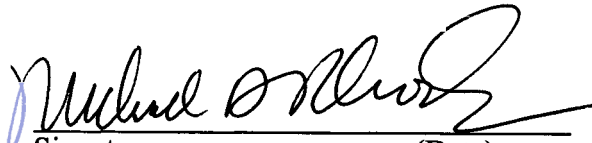
**ALLTEL Communications, Inc.**

  
Signature \_\_\_\_\_ (Date) 7/6/04

Printed name and title:

Louis D. Reilly, III

\_\_\_\_\_  
Director - Carrier Relations

  
Signature \_\_\_\_\_ (Date) 6/25/04

Printed name and title:

Michael D. Rhoda

\_\_\_\_\_  
Vice President – Business Dev.

**Signature Page to Wireless Interconnection Agreement between TDS Telecommunications Corporation (as agent for Wisconsin cos.) and Alltel Communications Inc. dated the 1st day of January, 2003, relating to the exchange of Local Traffic.**

**APPENDIX A**  
**Reciprocal Compensation Rates and Billing Procedures**

The Parties shall reciprocally and symmetrically compensate one another for Local Traffic terminated to their respective customers at the rate(s) set forth below:

**Indirect Interconnection:**

<b><u>("ACI") and TDS TELECOM</u></b>	<b><u>\$/MOU</u></b>
Burlington, Brighton & Wheatland Telephone Company	.0079
Badger Telecom, LLC	.0235
Black Earth Telephone Company, LLC	.0124
Bonduel Telephone Company	.0140
Central State Telephone Company, LLC	.0164
Dickeyville Telephone, LLC	.01478
EastCoast Telecom, Inc.	.0134
The Farmers Telephone Company, LLC	.01676
Grantland Telecom, Inc.	.0147
Mid-Plains Telephone, LLC	.007691
Midway Telephone Company, LLC	.0150
Mt. Vernon Telephone Company, LLC	.0074
Riverside Telecom, LLC	.0121
The Scandinavia Telephone Company	.0176
Southeast Telephone Company of Wisconsin, Inc.	.00957
Stockbridge & Sherwood Telephone Company	.0132
Tenney Telephone Company, LLC	.0125
UTELCO, LLC	.0168
Waunakee Telephone Company, LLC	.0080

**Direct Interconnection:**

**Type 1**

<b><u>ACI and TDS TELECOM:</u></b>	<b><u>\$/MOU</u></b>
Grantland Telecom, Inc.	0.0116

**Type 2B**

<b><u>ACI and TDS TELECOM:</u></b>	<b><u>\$/MOU</u></b>
Badger Telecom, LLC	.0200
Grantland Telecom, Inc.	0.0116
Mt. Vernon Telephone Company, LLC	0.0074



UTELCO, LLC	0.0103
<b><u>Intermediary Transit Service</u></b>	<b><u>\$/MOU</u></b>
Intermediary Transit Charge	0.0042

TDS TELECOM shall obtain a monthly traffic distribution report from the tandem operator summarizing traffic originated by ACI and terminating to TDS TELECOM. This report information shall be used by TDS TELECOM for billing ACI for traffic terminating to TDS TELECOM. ACI may obtain a monthly traffic distribution report from the tandem operator summarizing traffic originated by TDS TELECOM and terminated to ACI. This report information may be used by ACI for invoicing TDS TELECOM for terminating traffic to ACI.

If ACI elects not or is unable to order a traffic report from the tandem operator, the Parties agree to the following principles for billing terminating usage to one another:

1. TDS TELECOM shall bill for 100% of the traffic originated by ACI and terminated to TDS TELECOM.
2. ACI shall calculate estimated TDS TELECOM terminating traffic to ACI and bill TDS TELECOM for 42.85% (This percentage represents a 70/30 ratio) of MOU in 1. above.

The Parties agree to revise these factors, no more frequently than semi-annually, based upon traffic studies conducted by the Parties.

Either Party may bill on a monthly or quarterly basis.

The Parties agree to accept the monthly traffic distribution report from the tandem operator as an accurate statement of traffic exchanged between the Parties. Either Party may perform an audit of the other Party's billing information related to terminating minutes of use of the billed Party. The Parties agree that such audits shall be performed no more than one time per calendar year. Each Party shall bear its own expenses associated with such audit. The audits shall be conducted on the premises of the audited Party during normal business hours.

Either Party may elect to measure terminating Local Traffic through its own recording equipment and utilize these measurements in place of the traffic distribution reports from the tandem operator.

Transport and termination of Non-Local Traffic shall be billed per applicable access tariff or comparable rates where a tariff does not exist.

## **Appendix B**

### **Direct Interconnection Points:**

#### **Type 1 Interconnection Service:**

Type 1 Interconnection Service provides a trunk-side connection with line treatment between a TDS TELECOM end office and a wireless service provider's point of termination. It is used for the exchange of Local Traffic. Type 1 Interconnection Service establishes connections to the Directory Numbers served by the TDS TELECOM End-Office including the end offices of other carriers that are in the extended local calling area of the TDS TELECOM end office.

The meet point for traffic to and/or from the Bloomington exchange of TDS TELECOM shall be at the Fennimore central office (FNMRWIXADSA).

#### **Type 2B Interconnection Service:**

Type 2B Interconnection Service provides a trunk-side connection between a TDS TELECOM host or end office and a wireless service provider's point of termination. It is used for the exchange of Local Traffic. Type 2B Interconnection Service provides access to all TDS TELECOM customers served via the host or any remote end offices.

The meet point for traffic to and/or from the Albany, Blanchardville, Browntown, Juda, Monroe, Monticello, South Wayne and Woodford exchanges of TDS TELECOM shall be at the Monroe central office (MONRWIXADSA).

2. The meet point for traffic to and/or from the Mt. Vernon, New Glarus and Verona exchanges of TDS TELECOM shall be at the Verona central office (VRNAWIXADSA).
3. The meet point for traffic to and/or from the Chilli, Granton, Greenwood, and Neillsville exchanges of TDS TELECOM shall be at the Neillsville central office (NSVLWIXADSC).
4. The meet point for traffic to and/or from the Bagley, Bloomington, Fennimore, Mt. Hope, and Woodman exchanges of TDS TELECOM shall be at the Fennimore central office (FNMRWIXADSA).